

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Apr 17, 2020

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

CROSSFIT, INC., a Delaware
corporation,

Plaintiff,

v.

CASSANDRA DOUGLAS, an
individual, PAUL DOUGLAS, an
individual, and DOES 1-10,

Defendants.

No. 2:19-cv-00315-SMJ

**ORDER GRANTING
STIPULATION FOR FINAL
JUDGMENT AND PERMANENT
INJUNCTION; PERMANENT
INJUNCTION; AND JUDGMENT**

Before the Court, without oral argument, is Plaintiff CrossFit, Inc. and Defendant Paul Douglas's Stipulation for Final Judgment and Permanent Injunction, ECF No. 15. Pursuant to the stipulation of Plaintiff CrossFit, Inc. and Defendant Paul Douglas, the Court grants the requested permanent injunction and enters final judgment.

Accordingly, **IT IS HEREBY ORDERED:**

1. Plaintiff CrossFit, Inc. and Defendant Paul Douglas's Stipulation for Final Judgment and Permanent Injunction, ECF No. 15, is **GRANTED.**

1 **2.** For purposes of binding preclusive effect on Defendant Paul Douglas
2 as to future disputes between Defendant Paul Douglas on the one hand
3 and Plaintiff CrossFit, Inc. on the other hand, Defendant Paul Douglas
4 admits the following:

5 **A.** Plaintiff CrossFit, Inc. is now, and has been at all times since the
6 dates of issuance, the owner of United States Trademark
7 Registration No. 3,007,458; (the “Registration”) and of all rights
8 thereto and thereunder.

9 **B.** Defendant Paul Douglas admits to the validity of the
10 Registration.

11 **3.** Defendant Paul Douglas, and those acting on his behalf, including his
12 agents, servants, employees, independent contractors, companies, and
13 partners, are hereby **PERMANENTLY ENJOINED** from using the
14 term “CrossFit” and confusingly similar terms to sell, offer to sell, or
15 otherwise (directly or indirectly) advertise his products and/or services
16 (all restrictions, collectively, the “Injunction”). For example, and not
17 by way of limitation, Defendant Paul Douglas shall not use the term
18 “CrossFit” in offering fitness training services and/or at his gym(s).

19 **4.** Defendant Paul Douglas is bound by the Injunction regardless of
20 whether Plaintiff CrossFit, Inc. assigns or licenses its intellectual


property rights to another for so long as such trademark rights are subsisting, valid, and enforceable. The Injunction inures to the benefit of CrossFit, Inc.'s successors, assignees, and licensees.

5. Plaintiff CrossFit, Inc. and Defendant Paul Douglas waive any rights to appeal this stipulated judgment, including the Injunction.

6. Judgment is hereby entered in accordance with this order and pursuant to the stipulation of the parties.

IT IS SO ORDERED. The Clerk's Office is directed to enter this Order and provide copies to all counsel.

DATED this 17th day of April 2020.



SALVADOR MENDOZA, JR.
United States District Judge